

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DOUG PEARSON, an individual, on behalf of )  
himself, and on behalf of all persons similarly )  
situated, )

Plaintiff, )

vs. )

HOMEcomings FINANCIAL LLC, formerly )  
known as HOMEcomings FINANCIAL )  
NETWORK, INC.; and DOES 1 through 100, )  
Inclusive, )

Defendants. )

CASE NO. 08 CV 0515 H (NLS)

**ORDER GRANTING JOINT MOTION RE  
NON-DISCLOSURE OF CONFIDENTIAL  
AND PROPRIETARY DOCUMENTS**

The Court grants for good cause the parties' joint motion for an order regarding non-disclosure of documents produced by Plaintiff Doug Pearson ("Plaintiff") and Defendant Homecomings Financial, LLC ("Homecomings") which concern confidential and/or proprietary information. The Court orders as follows:

1. In connection with their settlement agreement (the "Settlement Agreement"), Plaintiff and Homecomings have agreed that the terms of their agreement are confidential and/or proprietary information. Pursuant to this agreement and order, the Settlement Agreement and its terms are deemed "Confidential Material" and are not to be disclosed by the parties to this action or any of their agents or representatives, except as set forth under the terms of the parties' stipulation and this Order.

1           2.       The Settlement Agreement and its terms will only be used in this case and will not be  
2 disclosed to the public, will not be published to anyone, and will not be used for non-litigation  
3 purposes.

4           3.       The Settlement Agreement and its terms may be disclosed or made available only to  
5 the Court, to Court personnel, and to counsel for a party (including the paralegal, clerical, and  
6 secretarial staff employed by such counsel).

7           4.       The Settlement Agreement and any declarations related to the settlement or proposed  
8 dismissal of this action disclosing the terms of the Settlement Agreement are to be filed with a joint  
9 motion for dismissal. The Settlement Agreement and any declarations related to the settlement or  
10 proposed dismissal of this action disclosing the terms of the Settlement Agreement are to be placed  
11 in an envelope labeled "Confidential -- Subject to Court Order" and filed under seal until further  
12 order of this Court.

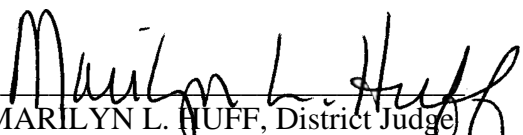
13           5.       All notes, impressions and conclusions arising from the viewing of the documents  
14 designated as confidential, shall not be disseminated or communicated in any manner to others not  
15 related to this litigation.

16           6.       This Order shall survive the final termination of this action, and the Court retains  
17 jurisdiction to resolve any dispute concerning the use of information disclosed pursuant to this  
18 Order.

19           7.       This Order is and will be binding upon all parties now named, or later named. This  
20 stipulation will be binding upon all attorneys representing any parties this action.

21 IT IS SO ORDERED.

22 Dated: September 4, 2008

  
MARILYN L. HUFF, District Judge  
UNITED STATES DISTRICT COURT